



Health Services
LOS ANGELES COUNTY

April 17, 2007

**Los Angeles County
Board of Supervisors**

Gloria Molina
First District

Yvonne B. Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**AGREEMENT WITH THE LOS ANGELES UNIFIED SCHOOL
DISTRICT FOR VOCATIONAL NURSING EDUCATIONAL
SERVICES SPONSORED BY THE HEALTH CARE WORKFORCE
DEVELOPMENT PROGRAM**
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Delegate authority to the Director of Health Services (hereafter Director), or his designee, to sign an Agreement, substantially similar to Exhibit I, with the Los Angeles Unified School District (LAUSD) to provide Vocational Nursing Educational Services (VNES), effective upon Board approval through December 31, 2008, dependent upon availability of future funds, at a maximum obligation of \$166,000, and delegate authority to authorize the Director to terminate the Agreement for convenience in whole or in part, as needed.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS:

The Department of Health Services (DHS) is recommending approval of the Agreement with LAUSD to provide VNES for DHS employees, in order to meet the County's current and ongoing need to fill current Licensed Vocational Nurse (LVN) vacancies.

FISCAL IMPACT/FINANCING:

The total maximum obligation for the term of this Agreement is \$166,000. Funding is included in the Health Services Administration Fiscal Year (FY) 2006-07 Final Budget and has been requested in the FY 2007-08 Proposed Budget request. Funding will be requested in future years as appropriate.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The Health Care Workforce Development Program (HCWDP), a joint labor-management training program for DHS employees, is supported by State and County funds. The goals of HCWDP training programs are to support the restructuring needs of DHS and address critical staffing shortages. HCWDP training programs aim to improve both the personal and technical competencies of the DHS workforce in order to improve health care access and the quality of patient care.

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: (213) 240-8101
Fax: (213) 481-0503

*To improve health
through leadership,
service and education.*



www.ladhs.org

The proposed Agreement is effective upon Board approval through December 31, 2008. To remain responsive to the training needs of the DHS workforce, the Director has delegated authority to terminate the Agreement for convenience either in whole or in part.

LAUSD will provide part-time VNES classes exclusively for enrollment of a maximum of 22 DHS employees. The program consists of four levels and is approximately 18 months in duration. Instruction will begin on April 30, 2007.

Individuals successfully completing the LAUSD VNES program will be eligible to take the National Council Licensure Examination for Vocational Nurses (NCLEX).

As this program is exclusively dedicated to DHS employees, the proposed Agreement provides start-up costs and LAUSD may invoice the County for a portion of these costs allowable under the Agreement, upon approval by the Board. All other services will be reimbursed monthly in arrears.

Attachment A provides additional information.

County Counsel has approved Exhibit I as to form.

CONTRACTING PROCESS:

LAUSD was selected as a result of a Letter of Interest solicitation conducted in late 2003. LAUSD was the only one of six responding programs that met all the DHS requirements. LAUSD was awarded a contract in the amount of \$299,000 for the term of March 15, 2004 through June 30, 2005. The contract was executed under delegated authority previously approved by your Board.

As DHS continues to define and strengthen areas of operations to meet survey requirements of The Joint Commission and the Centers for Medicare & Medicaid Services, DHS has identified an immediate critical need to train LVNs to fill current staffing shortages. HCWDP has sought education providers that would meet training parameters set to maximize DHS employees' ability to succeed in a VNES program and then promote to LVN positions in DHS.

To this end, LAUSD is one of only two California Board of Vocational Nursing and Psychiatric Technicians accredited nursing education programs which fully meets DHS' needs: a) provides fully accredited VNES programs with current published pass rates that exceed 90% per National Council Licensure Examination for Vocational Nurses for years 2004 and 2005, b) offers a part-time VNES program which allows a greater number of full-time DHS employees to enroll, and c) does not require college level course prerequisites which also enables more DHS employees the opportunity to enroll.

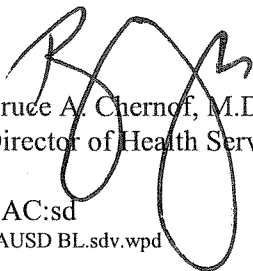
IMPACT ON CURRENT SERVICES (OR PROJECTS):

LAUSD will provide a VNES program to help fill the County's current nursing vacancies.

The Honorable Board of Supervisors
April 17, 2007
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When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Bruce A. Chernof, M.D.
Director of Health Services

BAC:sd
LAUSD BL.sdv.wpd

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

SUMMARY OF AGREEMENT

1. **TYPE OF SERVICE:**

Vocational Nursing Educational Services (VNES) for Department of Health Services staff seeking Licensed Vocational Nurse careers.

2. **CONTRACTOR/ADDRESS AND CONTACT PERSON**

Isabel Vasquez, Contract Manager
Los Angeles Unified School District
Division of Adult and Career Education
333 S. Beaudry Avenue, 18th Floor
Los Angeles, CA 90020

Telephone (213) 241-3821

3. **TERM:**

Upon Board approval through December 31, 2008.

4. **FINANCING INFORMATION:**

The total maximum obligation for the term of this Agreement is \$166,000. Funding is included in the Health Services Administration Fiscal Year (FY) 2006-07 Final Budget and has been requested in the FY 2007-08 Proposed Budget request. Funding will be requested in future years as appropriate.

5. **ACCOUNTABILITY FOR MONITORING:**

Director of Nursing Affairs:

Vivian Branchick

Health Care Workforce Development Program: Diane Factor, Director

Contracts and Grants Division:

Cara O'Neill, Chief

County Counsel (approval as to form):

Allison Morse, Deputy County Counsel

Exhibit I

Contract No. _____

VOCATIONAL NURSING EDUCATION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day
of _____ 2007,

by and between COUNTY OF LOS ANGELES (hereafter
 "County"),

and LOS ANGELES UNIFIED SCHOOL
 DISTRICT
 (hereafter "Contractor").

WHEREAS, County has determined that Vocational Nursing
Education Services would benefit the delivery of health services
and designated employees in the Department of Health Services
("DHS"); and

WHEREAS, Contractor is an accredited educational institution
and possesses the expertise and personnel to provide Vocational
Nursing Education Services; and

WHEREAS, this Agreement is authorized by California
Government Code Section 31000.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall commence on the
date of approval by County's Board of Supervisors or its
delegatee, and unless sooner canceled or terminated as provided

herein, shall continue in full force and effect through December 31, 2008.

If for any reason funding for this Agreement is terminated or reduced, County shall immediately notify Contractor in writing of such non-availability of funding for this Agreement, and termination hereunder shall become effective upon the identified date of such non-availability of funds, as designated in County's written notification to Contractor.

In any event, this Agreement may be canceled or terminated at any time by County with or without cause, upon giving of at least thirty (30) calendar days' prior written notice to Contractor.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any of the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereto, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

2. DESCRIPTION OF SERVICES: Contractor shall provide Vocational Nursing Education Services as described in the body of this Agreement and Exhibit "A" (Statement of Work), which is attached hereto and incorporated herein by reference.

3. NON-EXCLUSIVITY: Contractor acknowledges that nothing herein is intended nor shall be construed as creating any

exclusive arrangement with Contractor. This Agreement shall not restrict the Director from acquiring similar, equal or like services from other entities or sources.

4. MAXIMUM OBLIGATION OF COUNTY: The maximum obligation of County for all services provided under this Agreement shall not exceed One Hundred Sixty-Five Thousand, Five Hundred and Twenty-Nine Dollars (\$165,529). Actual reimbursement to Contractor may be less, depending on the number of classes provided and billed in accordance with Exhibit "B", Billing and Payment which is attached hereto and incorporated herein by reference.

5. INVOICES AND PAYMENTS: County shall compensate Contractor for performing services hereunder in accordance with the following provisions:

A. Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. Contractor's payments shall be as provided in Exhibit B - Billing and Payment, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

B. Contractor's invoices shall be priced in accordance

with Exhibit B - Billing and Payment.

C. Contractor's invoices shall contain the information set forth in Exhibit B - Billing and Payment.

D. Contractor shall submit invoices as described in Exhibit B - Billing and Payment.

E. All invoices under this Contact shall be submitted to the following address:

Workforce Development Program
500 S. Virgil Avenue, Suite 200
Los Angeles, CA 90020
ATTN: Diane Factor

F. County Audit Settlement: If an audit conducted by federal, State, and/or County representatives finds that actual reimbursement net costs for any services furnished hereunder are lower than the payments made thereof by County, and/or if it is determined by such audit that any payments made by County for a particular service is for costs which are not reimbursable pursuant to provisions of this Agreement, then the difference shall be repaid by Contractor.

G. In no event shall County be required to reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients or which are covered by funding from other governmental contracts or grants.

H. In no event shall County be required to pay

Contractor more for all services provided hereunder than the maximum obligation of County as set forth in the Maximum Obligation of County Paragraph 4 of this Agreement hereinabove, unless otherwise revised or amended under the terms of this Agreement.

I. Withholding Payment:

(1) Subject to the reporting and data required of this Agreement and the exhibit(s) attached hereto, County may withhold any claim for payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Agreement, or if such report or data is incomplete in accordance with requirements set forth in this Agreement. This withholding may be invoked for any succeeding month or months for reports or data not delivered in a complete and correct form for any given month.

(2) Subject to the provisions of the TERM Paragraph of this Agreement, and the exhibit(s) attached hereto, County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days notice of deficiency(ies) in compliance with the terms of this Agreement and has failed to correct such deficiency(ies). This withholding may be invoked for any succeeding month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the exhibit(s) of this Agreement, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Agreement between County and Contractor until proof of such services is delivered to County.

In addition to Subparagraphs (1) through (4) immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County as determined by an audit report settlement, or financial evaluation report, resulting from this or prior years' Agreement(s).

6. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for the payment of any monies, or reimbursements of any kind whatsoever, for any service provided by Contractor after the expiration or (other) termination of this Agreement, even if Contractor's provision of such services were requested by County directly. Should Contractor receive any such payment, it shall immediately notify County and shall repay or return all such funds or reimbursements to County within a reasonable amount of

time. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or (other) termination of this Agreement.

7. ADMINISTRATION OF CONTRACT - CONTRACTOR

A. Contractor's Project Manager

Contractor shall notify the County in writing the name or address of the Contractor's Project Manager, and any changes thereto.

Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager and Project Monitor on a regular basis.

B. Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager.

C. Contractor's Staff Identification

Contractor shall provide all staff assigned to this Contract with a photo identification badge in accordance with County specifications. Specifications may change at the discretion of the County and Contractor will be provided new specifications as required. The format and content of the badge is subject to the County's approval prior to the

Contractor implementing the use of the badge. Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

Contractor shall notify the County within one business day when staff is terminated from working on this Contract. Contractor is responsible to retrieve and immediately destroy the staff's County photo identification badge at the time of removal from the County Contract.

If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy the Contractor's staff's County photo identification badge at the time of removal from working on the Contract.

8. BACKGROUND AND SECURITY INVESTIGATIONS

A. At any time prior to or during the term of this Contract, the County may require that all Contractor staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

B. County may request that Contractor's staff be immediately removed from working on the County Contract at any time during the term of the Contract. County will not provide to Contractor or the Contractor's staff any information obtained through the County conducted background clearance.

C. County may immediately deny or terminate facility access to Contractor's staff who do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access, at the sole discretion of the County.

D. Disqualification, if any, of Contractor staff, pursuant to this Sub-paragraph 9, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

9. CHANGE NOTICES AND AMENDMENTS

A. The County reserves the right to initiate Change Notices that do not affect the scope, term, contract sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by County's Project Manager.

B. For any change which affects the scope, term, contract sum, payments, or any term or condition included under this Contract, and Amendment shall be prepared and executed by the Board of Supervisors or its delegatee.

10. INDEMNIFICATION: Contractor shall indemnify, defend,

and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

11. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense. In any event, Contractor may satisfy the insurance coverage requirements specified in this Agreement by providing evidence of Contractor's self-insurance program, as described hereinbelow. Such evidence shall be provided in a formal declaration (on Contractor's letterhead, if available) that declares Contractor is self-insured for the type and amount of coverage as described in Paragraph 13, Insurance Coverage Requirements, hereinbelow. Contractor's declaration may be in the form of a corporate resolution or a certified statement from a corporate officer or an authorized principal of Contractor. The statement also must identify which required coverages are self-insured and which are commercially insured. Contractors who

are self-insured for workers compensation must provide a copy of their "Certificate of Consent to Self-Insure" issued by the State in which services will be provided. Further, Contractor's self-insurance program must be reviewed and approved by County's Risk Manager prior to the effective date of this Agreement.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Director at the: DHS; Contracts and Grants Division; 313 North Figueroa Street, 6th Floor-East; Los Angeles, California 90012-2659, and to DHS; Workforce Development Program; 500 South Virgil Avenue, 2nd Floor; Los Angeles, California 90020, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement.

(5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits:

Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors:

Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

12. INSURANCE COVERAGE REQUIREMENTS:

A. Professional Liability Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 Million per occurrence and \$3 Million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon expiration or earlier termination or cancellation of this Contract.

B. General Liability Insurance (written on Insurance Services Office ["ISO"] policy form "CG 00 01" or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

C. Automobile Liability Insurance (written on ISO policy form "CA 00 01" or its equivalent) with a limit of liability of not less than \$1 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

D. Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

13. DELEGATION AND ASSIGNMENT:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this

Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

14. SUBCONTRACTING:

A. For purposes of this Agreement, all subcontracts must first be approved in writing by Director. Contractor's written request to Director for approval to enter into a subcontract shall be made at least thirty (30) calendar days prior to the subcontractor's proposed effective date, and shall include:

(1) Identification of the proposed subcontractor, (who shall be licensed as appropriate for provision of subcontract services), and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

(2) A detailed description of the services to be provided by the subcontract.

(3) The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. Any later modification of such subcontract shall take the form of a formally written subcontract amendment which must be approved in writing by Director before such amendment is effective.

(5) Any other information and/or certification(s) requested by Director.

B. Subcontracts issued pursuant to this Paragraph shall be in writing and shall contain at least the intent of all

of the Paragraphs of the body of this Agreement, including the Additional Provisions, and the requirements of the Exhibit(s) and Schedule(s) attached hereto.

C. At least thirty (30) calendar days prior to the subcontract's proposed effective date, Contractor shall submit for review and approval to Director, a copy of the proposed subcontract instrument. With the Director's written approval of the subcontract instrument, the subcontract may proceed.

D. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontract by Director shall also not be construed to constitute a determination of the allow ability of any cost under this Agreement. In no event shall approval of any subcontract by Director be construed as effecting any increase in the amount contained in Maximum Obligation of County Paragraph.

E. In the event that Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all subcontractors, and their officers, employees, and agents.

F. In the event that Director consents to any subcontracting, such consent shall be subject to County's right to give prior and continuing approval of any and all subcontractor personnel providing services under such subcontract. Contractor shall assure that any subcontractor personnel not approved by Director shall be immediately removed from the provision of any services under the particular subcontract or that another action is taken, as requested by Director.

G. In the event that Director consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any subcontractor, or to any officers, employees, or agents, of Contractor, or any subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.

H. Contractor shall deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Agreement, on or immediately after the effective date of the subcontract, but in no event, later than the date any services are performed under the subcontract.

I. Director is hereby authorized to act for and on the behalf of County pursuant to this Paragraph, including, but not limited to, consenting to any subcontracting.

15. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all federal, State, and local laws, ordinances, regulations, rules, guidelines, and directives, applicable to its performance hereunder. To the extent there is any conflict between federal and State or local laws, the former shall prevail.

Any reference to a specific statute, regulation, or any other document not prepared by County is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted and the parties' duties and obligations under this Agreement shall be consistent with any amendment to any applicable statute, regulation or other document not prepared by County which occurs after the effective date of the Agreement.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such federal, State, or local laws, regulations, guidelines, or directives.

16. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "Additional

Provisions". The terms and conditions therein contained are part of this Agreement.

17. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

18. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Agreement body and its ADDITIONAL PROVISIONS, and that of any of the Exhibit(s), and any other documents incorporated herein by reference, the language in this Agreement and its ADDITIONAL PROVISIONS, shall govern and prevail.

19. ALTERATION OF TERMS: This Agreement, together with the Additional Provisions and Exhibit(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

The County reserves the right to initiate Change Notices for the Statement of Work (Exhibit A), on condition that the modification is not a material change in terms and/or maximum

obligation. All such changes shall be mutually agreed to by Contractor and County and shall be accomplished with an executed Change Notice signed by the Contractor and Director.

20. CONTRACTOR'S OFFICE: Contractor's primary business office is located at Los Angeles Unified School District, Division of Adult and Career Education, 333 South Beaudry Avenue, Los Angeles, CA 90017, Attention: Isabel Vazquez. Contractor's primary business telephone number is (213) 241-3821 facsimile/FAX number is (213) 241-8980, and electronic mail ("e-mail") address is isabel.vazquez@lausd.net.

Contractor shall notify County, in writing, of any changes made to Contractor's primary business address, business telephone number, facsimile/FAX number, and/or e-mail address, as listed herein, or any other business address, business telephone number, facsimile/ FAX number, and/or e-mail address used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

21. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and parties to be notified may be changed by providing at least ten (10) working days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

- (1) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, Sixth Floor-East
Los Angeles, California 90012-2659

Attention: Division Chief

- (2) Department of Health Services
Workforce Development Program
500 South Virgil Avenue, 2nd Floor
Los Angeles, California 90020

Attention: Diane Factor, Director

B. Notices to Contractor shall be addressed as follows:

Los Angeles Unified School District
Division of Adult and Career Education
333 South Beaudry Avenue
Los Angeles, California 90017
Attention: Isabel Vazquez

IN WITNESS WHEREOF, the Board of Supervisors of the County
of Los Angeles has caused this Agreement to be subscribed by its

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Director of Health Services and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Bruce A. Chernof, M.D.
Director and Chief
Medical Officer

LOS ANGELES UNIFIED SCHOOL
DISTRICT

Contractor
By *Santiago Jackson*
Signature
SANTIAGO JACKSON
Print Name

Title ASSISTANT SUPERINTENDENT
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

By _____
Deputy County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O'Neill, Chief
Contracts and Grants Division

kg:10/03/06

LOS ANGELES UNIFIED SCHOOL DISTRICT

ADDITIONAL PROVISIONS

Vocational Nursing Education Services

LOS ANGELES UNIFIED SCHOOL DISTRICT

ADDITIONAL PROVISIONS

VOCATIONAL NURSING EDUCATION SERVICES AGREEMENT

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LOS ANGELES UNIFIED SCHOOL DISTRICT

ADDITIONAL PROVISIONS

VOCATIONAL NURSING EDUCATION SERVICES AGREEMENT

1. ADMINISTRATION: Director shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director, or to authorized federal, State, County, and local governmental representatives, the right to review and monitor Contractor's program(s), policies, procedures, and financial and/or other records, and to inspect its business offices, facility(ies), and/or County work site area(s), for contractual compliance at any reasonable time.

2. FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE:

A. Form of Business Organization: Contractor shall prepare and submit to Director upon request, an affidavit, sworn to and executed by Contractor's duly constituted officers, or Board of Directors, containing the following information with supportive documentation:

(1) The form of Contractor's business organization, i.e., sole proprietorship, partnership, limited liability company ("LLC"), or corporation.

(2) Articles of Incorporation and By-Laws (or articles of organization, certificate of formation, certificate of registration, and operating agreement if Contractor's organization is a LLC).

(3) A detailed statement indicating whether Contractor is totally or substantially owned by another business organization (i.e., another legal entity or parent corporation).

(4) Board Minutes, or other legal documentation, identifying who is authorized on behalf of Contractor to conduct business, make commitments, and enter into binding agreements with County. Such Board Minutes, or legal documentation, shall especially confirm that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement.

(5) A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

(6) If, during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or Contractor's authorized person to conduct business, make commitments, and enter into binding agreements with County changes; or Contractor's ownership of other businesses dealings with Contractor under this Agreement changes; Contractor shall notify Director in writing detailing such changes

within thirty (30) calendar days prior to the effective date thereof.

B. Fiscal Disclosure: Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Agreement, a statement executed by Contractor's duly constituted officers or Board of Directors, containing the following information:

(1) A detailed statement listing all sources of funding to Contractor, including but not limited to, private contributions, if any. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If, during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify the Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

3. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental handicap, or in any manner on the basis of a client's sexual orientation in accordance with requirements of federal and State laws. For the purpose of this Paragraph, discrimination in the provision of

services may include, but is not limited to, the following:
denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others;
subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation.

In addition, Contractor's facility access for the handicapped must fully comply with section 504 of the federal Rehabilitation Act of 1973 and Title III of the federal Americans with Disabilities Act of 1990.

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the federal Rehabilitation Act of 1973, the federal Americans with Disabilities Act of 1990, and all other federal and

State laws, as they now exist or may hereafter be amended, that it, its affiliates, subsidiaries, or holding companies, will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation.

Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with federal and State laws. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of

Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract of understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractor, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require

in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any of the provisions of this Paragraph have been violated, the same shall constitute a material breach of Agreement upon which County may determine to cancel, terminate, or suspend, this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provision of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Agreement, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

5. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees, and agents from any and all liability including, but not limited to, wages, overtime pay, liquidated

damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

6. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all federal statutes and regulations regarding employment of undocumented aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

7. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal

government, directly or indirectly, in whole or in part, and that Contractor will notify Director in writing, within thirty (30) calendar days, of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

8. STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE : Contractor shall ensure that no employee or other person under Contractor's control, performs services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

9. UNLAWFUL SOLICITATION: Contractor shall inform all of its officers and employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing

with section 6150) of Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers and employees. Contractor agrees to utilize the attorney referral service of all those bar associations within Los Angeles County that have such a service.

10. RECORDS AND AUDITS:

A. Service Records: Contractor shall maintain, and provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with any additional accounting principles and procedures, and standards, which may from time to time be promulgated by Director. All such records shall be sufficient to substantiate all charges billed to County in the performance of this Agreement. Further, all financial records of Contractor pertaining to this Agreement, including accurate books and records of accounts of its costs and operating expenses, and all records of services (including personnel provided), as well as other financial records pertaining to this Agreement, shall be retained by

Contractor for a minimum period of five (5) years following the expiration or prior termination of this Agreement. During such five (5) year period, as well as during the term of this Agreement, all records pertaining to this Agreement, or true and correct copies thereof, including but not limited to, those records described above, shall either: (1) be retained by Contractor, accessible for review by County representatives at a location in Los Angeles County, or (2) if retained by Contractor at a location outside of Los Angeles County, moved from such a location, to a location within Los Angeles County for review, upon Director's request, and made available during County's normal business hours, within ten (10) calendar days, to representatives of County, or federal and State governments, for purposes of inspection and audit. In the event such records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, then Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for travel, per diem, and other costs related to such inspection and audit.

Contractor shall further agree to provide such records, when possible, immediately to County by facsimile/FAX, or through the internet (i.e., electronic mail ["e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail

address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

C. Federal Access to Records: If, and to the extent that, section 1861 (v)(1)(I) of the Social Security Act [42 United States Code ("U.S.C.") section 1395x (v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, this Agreement, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the sub-contract, books, documents and records of the subcontractor.

D. County To Be Provided Audit Report(s): In the event

that an audit is conducted of Contractor specifically regarding this Agreement by any federal or State auditor, or any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report with Director and County's Auditor-Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided under this Agreement, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s). Failure of Contractor to comply with these terms shall constitute a material breach of this Agreement upon which County may cancel, terminate, or suspend this Agreement.

E. Audit/Compliance Review: In the event County representatives conduct an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Agreement and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County.

F. County Audit Settlements: If, at any time during the term of this Agreement or at any time within five (5) years after the expiration or earlier termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's

dollar liability for such services is less than payments made by County to Contractor, then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment, or (2) at Director's option, deducted from any further amount due Contractor from County. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid forthwith to Contractor by County by cash payment.

11. REPORTS: Contractor shall make reports as required by County, or DHS, concerning Contractor's activities and operations as they relate to this Agreement and the provision of services hereunder. In no event, however may County, or DHS, require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

12. CONFIDENTIALITY: To the extent that Contractor may gain access hereunder to County patient records and information, Contractor shall maintain the confidentiality of such records and information from third parties, including but not limited to, billings and County records, in accordance with all applicable federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, subcontractors, and

others providing services hereunder of this confidentiality provision requirement. Contractor shall indemnify and hold harmless County, its officers, employees, agents, and subcontractors, from and against any and all loss, damage, liability, and expense arising out of any disclosure of patient records and information by Contractor, its officers, employees, agents, subcontractors, and others providing services hereunder.

13. CONTRACTOR'S OBLIGATIONS AS AN OTHER ENTITY UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"): Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records. Accordingly, Contractor shall instruct its officers, employees, and agents, that they are not to pursue, or gain access to, patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify DHS Injury and Violence Prevention Program personnel that such access

has been gained immediately, or upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

14. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the attached certification (Form A), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

15. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Services Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "contractor" as defined under the Jury Services Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Services Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service served. Contractor's policy may further provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

(2) For purpose of this Paragraph, and as set forth in the Jury Service Program provision of the County Code as described hereinabove: "Contractor" shall mean a person, partnership, corporation, or other entity, that has a contract with County, or a subcontract with a

County contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of Contractor; and "full-time" shall mean forty (40) hours or more worked per week, or a lesser number of hours, if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program on the effective date of this Agreement, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Services Program, and Contractor shall

immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "contractor", or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Agreement term, and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

(4) Contractor's violation of this Paragraph of the Agreement may constitute a material breach of this Agreement. In the event of such breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

16. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall obtain and maintain in effect during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by all applicable federal, State, and local laws, regulations, guidelines and directives, for the operation of its business

operation and for the provisions of services hereunder.

Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder, obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local laws, regulations, guidelines and directives, which are applicable to their performance hereunder. Upon Director's written request Contractor shall provide Director with a copy of each license, permit, registration, accreditation, and certificate, as required by all applicable federal, State, and local laws, regulations, guidelines and directives, within ten (10) calendar days thereafter.

17. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its officers and employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, and local taxes, or other

compensation, benefits, or taxes to, or on behalf of, any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

18. REQUIREMENT TO NOTIFY EMPLOYEES ABOUT FEDERAL EARNED INCOME CREDIT ("EIC"): Contractor shall notify its employees, and shall require that each of its subcontractors notify its employees, to inform them that they may be eligible for claiming federal EIC as allowed under the federal income tax laws. Such notification shall be provided in accordance with the requirements as set forth in the Department of Treasury Internal Revenue Service's ("IRS") Notice 1015; copies of which, are available from the IRS Forms Distribution Center, by calling 1-(800)-829-3676.

19. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County purchase orders

and/or contracts are in compliance with their court ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the federal Social Security Act (42 U.S.C. section 653a) and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246(b).

B. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM :

Failure of Contractor to maintain compliance with the requirements set forth in the Contractor's Warranty of Adherence to County's Child Support Compliance Program Paragraph immediately above, shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other

provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice by County shall be grounds upon which County may terminate this Agreement pursuant to the Termination for Default Paragraph of this Additional Provisions attachment to the Agreement and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

20. SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to each of its officers, employees, and agents, and shall require that each of Contractor's subcontractors providing services under this Agreement also notify and provide to each of its officers, employees, and agents, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. County's fact sheet is available on the Internet at www.babysafela.org for printing and review purposes. Further, Contractor understands that it is County's policy to encourage Contractor and all of its subcontractors, providing services under this Agreement, if any, to voluntarily post County's "Safely Surrendered Baby Law Los Angeles" poster in a prominent position at their place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

21. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES ("DPSS") GREATER AVENUES FOR INDEPENDENCE ("GAIN") PROGRAM OR GENERAL RELIEF OPPORTUNITY FOR WORK ("GROW") PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or

replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's DPSS GAIN or GROW program(s), who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to the Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

22. COUNTY EMPLOYEE'S RIGHT OF FIRST REFUSAL AND CONTRACTOR'S OFFERS OF EMPLOYMENT: To the degree permitted by Contractor's agreements with its collective bargaining units, Contractor shall give the right of first refusal for its employment openings at Contractor's facility to qualified County employees who are laid-off or who leave County employment in lieu of reduction under County's Civil Service Rule 19, and who are referred to Contractor by Director (including those on a County re-employment list). Such offers of employment shall be limited to vacancies in Contractor's staff needed to commence services under this Agreement, as well as, to vacancies that occur during the Agreement term. Such offers of employment shall be consistent with Contractor's current employment policies, and shall be made to any former or current County employee who has made application to Contractor, and is qualified for the available position. Employment offers shall be at least under

the same conditions and rates of compensations which apply to other persons who are employed or may be employed by Contractor. Former County employees who have been impacted by County's Civil Service Rule 19, and who are employed by Contractor shall not be discharged during the term of the Agreement except for cause, subject to Contractor's personnel policies and procedures, and agreement(s) with its collective bargaining units.

Contractor shall also give first consideration to laid-off or reduced County employees if vacancies occur at Contractor's other service sites during the Agreement term.

23. NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT :

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under this Agreement.

24. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS :

Contractor shall assure that the location(s) (e.g., facility[ies]) where Contractor provides services under this Agreement, is/are operated at all times in accordance with all County and local community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with the provisions of this Paragraph.

25. DAMAGE TO COUNTY BUILDINGS, FACILITIES, OR GROUNDS :

Contractor shall repair, or cause to be repaired, at its own cost, any damage to County buildings, facilities, or grounds, caused by Contractor or any officer, employee, or agent of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event, later than thirty (30) calendar days after the occurrence.

If Contractor fails to make timely repairs, County may make any necessary repairs on its own. All costs incurred by County for such repairs, as determine by Director, shall be repaid by Contractor upon demand.

26. USE OF RECYCLED - CONTENT PAPER AND PAPER PRODUCTS :

Consistent with County's Board of Supervisors policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper and paper products to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

27. NOTICE OF DELAYS: Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall within two (2) calendar days, give notice thereof, including all relevant information with respect thereto, to the other party.

28. RESTRICTIONS ON LOBBYING:

A. Federal Certification and Disclosure Requirement :

If any federal monies are to be used to pay for Contractor's

services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by section 319, Public Law 101-121 (31 U.S.C. section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which Director may suspend or County may immediately terminate this Agreement.

29. CONFLICT OF INTEREST:

A. No County officer or employee whose position in County enables such officer or employee to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such officer or employee shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement. No officer, employee, agent, or subcontractor of Contractor who may financially

benefit from the provision of services hereunder shall in any way participate in County's approval process for the award of this Agreement or any competing agreement, or ongoing evaluation of such services, under this Agreement or any competing agreement, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons involved, or implicated, and a complete description of all relevant circumstances.

30. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent(s), will be allowed to evaluate Contractor's performance (including the performance of any party providing services on behalf of Contractor) under this Agreement as may be required from time-to-time for quality assurance purposes, but not less than on an annual basis. Such an evaluation will include, but not be limited to, assessing Contractor's compliance with all

Agreement terms and performance standards. Any Contractor deficiencies or actions which are found to be in non-compliance with such terms and performance standards which Director determines are severe, or continuing, and that may place the performance of this Agreement in jeopardy if not corrected, will be immediately reported to County's Board of Supervisors by Director. The report will include a description of the quality improvement and/or corrective action measures to be taken by County and Contractor. If Contractor's performance does not improve after the initiation of such quality improvement and/or corrective actions, then County may impose other penalties as may be specified in this Agreement, or may terminate this Agreement immediately.

31. TERMINATION FOR INSOLVENCY, DEFAULT, GRATUITIES, AND/OR IMPROPER CONSIDERATIONS, AND CONVENIENCE:

A. Termination for Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the federal Bankruptcy Law or not;

(2) The filing of a voluntary or involuntary

petition under the federal Bankruptcy Law;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

B. Termination For Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two (2) circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

C. Termination For Gratuities and/or Improper Consideration: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement, if it is found that gratuities or consideration in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper

gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

(Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.)

D. Termination For Convenience: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

(1) Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and

(2) Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

Further, after receipt of a Notice of Termination,

Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor for a period of five (5) years after final settlement under this Agreement, in accordance with Paragraph 10, Records and Audits, herein, retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder.

32. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible Contractors.

B. Contractor is hereby notified that, in accordance

with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the contract, debar Contractor from bidding or proposing on, or being awarded and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

C. County may debar a Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a non-profit corporation created by County; (2) committed an act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of

the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the County's Contractor Hearing Board.

E. County's Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, County's Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Director shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to County's Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the County's Contractor Hearing Board shall be presented to County's Board of Supervisors. County's Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the

debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

H. County's Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment, and includes supporting documentation. Upon receiving an appropriate request, County's Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, County's Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by County's Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

County's Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. County's Contractor Hearing Board shall present its proposed decision and recommendation to County's Board of Supervisors. County's Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of County's Contractor Hearing Board.

I. These terms shall also apply to subcontractors of County Contractors

33. SOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids (e.g., invitation for bids ["IFB"]), request proposals (e.g., request for proposals ["RFP"]), or do other similar competitive selection procedures, in order to select providers for the continued provision of the services delivered or contemplated under this Agreement. County and/or DHS shall make the determination to solicit bids or proposals in accordance with applicable County and DHS policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future bids,

proposals, or other competitive selection procedure, by virtue of its present status as Contractor.

34. GOVERNING LAW, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that the venue of any action (other than an appeal or an enforcement of a judgement) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor, which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be exclusively in the courts of the State of California located in Los Angeles County, California.

35. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time-to-time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

36. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

EXHIBIT A

STATEMENT OF WORK

Contract with

LOS ANGELES UNIFIED SCHOOL DISTRICT

for

VOCATIONAL NURSING EDUCATION SERVICES

**LOS ANGELES UNIFIED SCHOOL DISTRICT
STATEMENT OF WORK (SOW)**

1.0 SCOPE OF WORK

1.1. General Description

Contractor provides a part-time vocational nurse education program ("Program" or "VN Program") that has been approved by the California Board of Vocational Nursing and Psychiatric Technicians ("BVNPT") which accommodates an enrollment of fifteen (15) students. For the purposes of this Contract, the Program consists of one class of fifteen (15) students. This class shall be administered through East Los Angeles Occupational Center.

The Program includes, but is not limited to, classroom instruction ("didactic" instruction), skills lab instruction, and clinical practice/instruction/supervision. All individuals successfully completing Contractor's Program will be eligible to take the National Council Licensure Examination for Vocational Nurses (NCLEX-VN) to become Licensed Vocational Nurses. County employees participating in the Program under this Contract shall be mutually selected by Contractor and the Director of Health Services (hereafter "Director") and shall meet the admission standards of Contractor, including Contractor's prerequisites and general education requirements.

By the time of the clinical portion of Contractor's Program (anticipated at the 15th week of the Program), enrollment in Contractor's Program is limited to the fifteen (15) slots approved by the BVNPT. Due to inevitable attrition, County and Contractor agree to an *initial* enrollment number of the fifteen (15) slots approved by the BVNPT, and up to seven (7) alternates.

1.2 Classes

Contractor shall conduct one class with a capacity for fifteen (15) students, plus up to seven (7) alternates, for an initial total enrollment of up to twenty-two (22) County employees. If County enrollment is below (fifteen) 15, Contractor may open the enrollment to the general public. County shall not be responsible for any costs associated with any non-County employee enrolled in the Program hereunder.

The Director shall be responsible for scheduling qualified County employees for the Program. For purposes of calculating the cost to County, and payment to Contractor, *the number of County employees in the Program* shall determine the total payment to Contractor (see Exhibit B, Billing and Payment). County can support a maximum of twenty-two (22) employees to begin the clinical portion of the Program, however only fifteen (15) students can begin clinical.

1.3 VN Program

Contractor's Part-Time Program consists of four (4) instructional levels. In addition, the Program is on a BVNPT approved schedule, approximately 73-weeks (approximately 18-months) in duration, totaling **1530 hours** of didactic, skills lab, and clinical instruction. Contractor and County agree to cooperate in the smooth implementation of the BVNPT approved schedule. County shall be responsible for the attendance of all enrolled County employees. Contractor's administrative records and student files for the Program shall be maintained at

Los Angeles Unified School District,
Division of Adult and Career Education
333 South Beaudry Avenue
Los Angeles, CA 90017

Contractor shall provide Director with a copy of the Program's schedule/calendar, including but not limited to, identifying the four (4) instructional levels, content areas, and Subject Area Test (SAT) schedule. Contractor shall make every effort to provide such information, and any

changes, to Director eight (8) weeks before start of class or changes to class are implemented.

Classroom instruction will take place on the LAUSD campus of East Los Angeles Occupational Center. Director agrees that clinical instruction for the long-term care portion of the Program may take place at non-County facilities.

1.4 Enrollment

Enrollment in the Program as of commencement of clinical instruction is limited to fifteen (15) students per BVNPT regulations.

1.5 Program “Tutor” and “Coach”

The County shall provide Tutors and Coaches to assist students in successfully completing the Contractor’s program. All tutoring and coaching activities shall take place before or after class and without interruption to classroom and/or clinical instruction.

Tutors shall collaborate with the instructor to work with students to help them understand challenging content material presented in classroom lectures. Coaches shall collaborate with the instructor to motivate students by providing structure, support and feedback for scholastic goals related to program.

1.6 Contact List

County shall provide Contractor with a list of County’s current Program contacts and shall supply Contractor a revised list of contacts, as necessary.

1.7 Completion of Program

Successful completion of Contractor’s Program hereunder by County’s employees qualifies them to take the National Council Licensure Examination for Vocational Nurses (NCLEX-VN).

2.0 REPORTS

Contractor shall provide a monthly attendance report that shall accompany all monthly invoices to County. The attendance report shall also indicate the Instructional Level of the Program for the period reported.

Contractor shall provide County with information on the occurrence of probationary periods as they occur, and a progress report in the form of an evaluation at the completion of each of the four (4) instructional levels. Contractor shall notify Director by email if an employee has been placed on probationary status according to Program Policy, to enable Director to provide appropriate intervention. Upon execution of this Contract by the parties, Contractor shall provide Director with a copy of its Program Policy governing its Program hereunder.

3.0 PERSONNEL, FEES, AND SUPPLIES

Contractor shall provide all necessary instructors, study guides, and other fees and supplies required by County employees to participate in the Program (see Exhibit B, Billing and Payment). County shall provide the required facilities for clinical practice experience at the following DHS sites: the College of Nursing and Allied Health, and the LAC+USC Medical Center.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate Contractor's performance under this Contract as defined in the Additional Provisions, Paragraph 30, County's Quality Assurance Plan.

With five (5) business days advance notice, County personnel may observe Contractor's activities and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with Contractor's performance.

5.0 BILLING AND PAYMENT

Contractor shall be reimbursed in accordance with the provisions of Exhibit B, Billing and Payment.

6.0 DESIGNATED CONTACTS

Each party designates the primary point of contact for this Contract as follows:

For County (Program Implementation):

Patricia Navarro, Program Coordinator
Planning and Implementation
Health Care Workforce Development Program
500 South Virgil Avenue, Suite 200
Los Angeles, CA 90020

(213) 639-2291

For County (Program Implementation):

Anh Nguyen, Program Coordinator/Manager
Planning and Implementation
Health Care Workforce Development Program
500 South Virgil Avenue, Suite 200
Los Angeles, CA 90020

(213) 639-2220

For County (Contract):

Sarah Davda, Manager
Contract Development and Administration
Health Care Workforce Development Program
500 South Virgil Avenue, Suite 200
Los Angeles, CA 90020

(213) 639-2220

For Contractor (Program Implementation):

Dr. Tori Canillas-Dufau,
Specialist, Health Careers
Los Angeles Unified School District
Division of Adult and Career Education
333 South Beaudry Avenue
18th Floor, Suite 143-4
Los Angeles, CA 90017

(213) 241-3718

For Contractor (Contract):

Isabel Vazquez, Supervisor
Program Information and Community Outreach
Los Angeles Unified School District
Division of Adult and Career Education
333 South Beaudry Avenue, 18th Floor
Los Angeles, CA 90017

(213) 241-3821

VOCATIONAL NURSING EDUCATION SERVICES CONTRACT
Los Angeles Unified School District/LAUSD

PROPOSED PART-TIME SCHEDULE*

Level	Dates	Hours
Level I (18 weeks)	May 1, 2007 – September 4, 2007 (24 hours/week)	T-W 4:30 pm – 8:30 pm F 7:00 am – 3:30 pm S 7:00 am – 3:30 pm
Level II (21 weeks)	September 5, 2007 – February 27, 2008 (20 hours/week)	T-W 4:30 pm – 8:30 pm F 7:00 am – 7:30 pm
Level III (18 weeks)	February 29, 2008 – July 12, 2008 (20 hours/week)	T-W 4:30 pm – 8:30 pm F 7:00 am – 7:30 pm
Level IV (16 weeks)	July 15, 2008 – November 7, 2008 (20 hours/week)	T-W 4:30 pm – 8:30 pm F 7:00 am – 7:30 pm

*Subject to change as modified by the State Board of Vocational Nursing and Psychiatric Technicians.

LOS ANGELES UNIFIED SCHOOL DISTRICT
VOCATIONAL NURSING EDUCATION SERVICES

BILLING AND PAYMENT

1.0 MAXIMUM OBLIGATION

County's maximum obligation for all services hereunder shall not exceed One Hundred and Sixty-Five Thousand Five Hundred Twenty-Nine Dollars (\$165,529) for one (1) Vocational Nurse education class (see **Budget Schedule 1** on **Page 4** of this Exhibit).

Reimbursement to Contractor for the one class of fifteen (15) students shall depend on the number of students enrolled in the classes as of the commencement of clinical instruction, anticipated to be approximately the 15th week of instruction. If the number of students enrolled in the one class totals fifteen (15) students or less as of the commencement of clinical instruction, the total payment for the class shall be \$141,366 plus 3.51% administrative cost for a total of \$146,328 per class of fifteen (15) or less. This sum includes the costs for fees and supplies listed on Page 7 of Exhibit B, Billing and Payment.

*However, if initial enrollment as of commencement of the Program, i.e. (instruction [didactic]) exceeds fifteen (15 students), Contractor shall be reimbursed \$2,650 plus 3.51% administrative cost for a total additional cost of **\$2,743** for fees and supplies for each student enrolled above the enrollment number of fifteen (15). The maximum number of additional students shall be seven (7). The maximum payment for fees and supplies for seven (7) such additional students shall not exceed \$19,201.*

The enrollment at the time of clinical instruction shall not exceed the number authorized by the BVNPT (15).

In no event shall the sum of all payments to Contractor exceed One Hundred and Sixty-Five Thousand Five Hundred Twenty-Nine Dollars (\$165,529).

2.0 INVOICES

VN Program (1530 hours/18 months):

Upon approval of this Contract by County's Board of Supervisors or its delegatee, Contractor may invoice County (\$2743 x 15 students) the amount of Forty-One Thousand, One Hundred and Forty-Five Dollars (\$41,145) as start-up costs, to cover the items on **Page 7** of this Exhibit.

If initial enrollment as of commencement of instruction exceeds fifteen (15), Contractor may immediately invoice County, Two Thousand, Seven Hundred and Forty-Three Dollars (\$2,743) for fees and supplies for each additional student enrolled above the enrollment number of fifteen (15). Contractor may invoice County for a maximum of seven (7) such students.

Following the commencement of instruction, Contractor shall invoice County monthly in arrears by the fifteenth (15th) calendar day, in eighteen (18) monthly invoices (see Invoicing Schedule 2, Billing and Payment), with exception to the month of June which must be received prior to July 10 to allow for County Fiscal Year end close out procedures. Invoices shall accompany corresponding attendance rosters as back-ups.

All invoices shall identify the instructional level of the Program for the month being billed, and a monthly attendance report for all County employees enrolled in the Program.

Invoices shall be sent monthly in arrears by the 15th of each month, with the exception to the month of June to:

Workforce Development Program
500 S. Virgil Ave., Suite 200
Los Angeles, CA 90020
Attn: Diane Factor, Director

3.0 BUDGET

The budget and billing schedules are set forth on Pages 4 through 7 of this Exhibit. The total maximum obligation of County is **One Hundred Sixty-Five Thousand Five Hundred Twenty-Nine Dollars (\$165,529).**

4.0 REIMBURSEMENT

In the event that Contractor enrolls a non-County student in the VN Class hereunder, County shall not be responsible for any costs associated with the non-County student.

If a dispute arises as to the completeness or accuracy of an invoice, any portion of the invoice not in dispute will be paid. The parties will meet to discuss any amounts in dispute; however, the Director of Health Services shall make all final determinations regarding the completeness or accuracy of Contractor's invoices.

Contractor shall be reimbursed within 30 days of receipt of a complete and accurate invoice.

BILLING AND PAYMENT
Schedule 1 (Budget)

VOCATIONAL NURSING EDUCATION SERVICES CONTRACT
Los Angeles Unified School District/LAUSD

"VNES" Program (18-Month Program)

Instruction	Costs	Admin Cost	Total
Class for up to Fifteen (15) students* (includes fees and supplies for 15 students)	\$141,366	\$4,962	\$146,328
Fees and Supplies for Additional Students**			
\$2,650 per student, if initial enrollment exceeds 15:	\$18,550	\$651	\$19,201
Sub-total Maximum of 7 Additional Students			
Additional Clinical Instructor***			
Total Payment for Additional Clinical Instructor	0	0	0
<u>TOTAL MAXIMUM OBLIGATION</u>	\$159,916	\$5,613	<u>\$165,529</u>

**Enrollment as of the commencement of clinical instruction, anticipated to be at the 15th week of the Program.*

***For the cost of fees and supplies for each additional student enrolled above fifteen (15), as of the commencement of the Program. Maximum number of seven (7) such additional students.*

****If total enrollment exceeds fifteen (15) as of the commencement of clinical instruction, anticipated to be the 15th week of the Program.*

BILLING AND PAYMENT

Schedule 2

Invoicing Schedule

Los Angeles Unified School District Vocational Nursing Education Services

Invoice	Date	Service	Amount for Class (Including Admin Costs)	Total Invoice
	Upon Board approval of Agreement	Start-up costs	\$41,145	\$41,145
	<i>* Upon commencement of Program if enrollment exceeds 15</i>	<i>Fees and Supplies</i>	<i>\$2743/student* exceeding 15</i>	
#1	10-Jun-07	Education	\$5,844	\$46,989
#2	15-Jul-07	Education	\$5,844	\$52,832
#3	15-Aug-07	Education	\$5,844	\$58,676
#4	15-Sep-07	Education	\$5,844	\$64,519
#5	15-Oct-07	Education	\$5,844	\$70,363
#6	15-Nov-07	Education	\$5,844	\$76,206
#7	15-Dec-07	Education	\$5,844	\$82,050
#8	15-Jan-08	Education	\$5,844	\$87,893
#9	15-Feb-08	Education	\$5,844	\$93,737
#10	15-Mar-08	Education	\$5,844	\$99,580
#11	15-Apr-08	Education	\$5,844	\$105,424
#12	15-May-08	Education	\$5,844	\$111,267
#13	10-Jun-08	Education	\$5,844	\$117,111
#14	15-Jul-08	Education	\$5,844	\$122,954
#15	15-Aug-08	Education	\$5,844	\$128,798
#16	15-Sep-08	Education	\$5,844	\$134,641
#17	15-Oct-08	Education	\$5,844	\$140,485
#18	15-Nov-08	Education	\$5,843	\$146,328
Amount Invoiced:				\$146,328 **

* If initial enrollment as of commencement of instruction exceeds fifteen (15), Contractor may invoice County \$2743 for fees and supplies for each additional student for a maximum of seven (7) such students.

** for one class of 15 or less, not including enrolled students in excess of 15.

LOS ANGELES UNIFIED SCHOOL DISTRICT
Division of Adult and Career Education

Vocational Nursing Education Program
1530 hours, 73 weeks (18 months) Part-time

Estimated Costs of Fees and Supplies for LVN Students:

Assessment	\$100.00
Registration (semester 1,2,3)	\$ 75.00
Class Fee (year 1,2)	\$140.00
Photo ID (year 1,2)	\$ 10.00
AHA – CPR Certification	\$ 80.00
Malpractice Insurance	\$ 30.00
Background check	\$ 60.00
FIT Testing	\$ 40.00
Fire Safety Certification	\$ 40.00
Books/Study Guides	\$950.00
Instructional materials & supplies	\$150.00
Uniforms (2)	\$120.00
Name Pins (3)	\$ 21.00
Watch (with second hand)	\$ 25.00
Pen light	\$ 5.00
Bandage scissors	\$ 10.00
Stethoscope	\$ 40.00
Book bag	\$ 25.00
Notebooks, paper, pens	\$ 40.00
Hosiery	\$ 35.00
Nursing Shoes	\$ 50.00
Graduation Cap	\$ 15.00
Graduation Pin	\$ 50.00
Graduation Uniform	\$ 60.00
2 X 2 Photos	\$ 10.00
BVNPT Application Fee	\$ 75.00
FBI + DOJ Fees	\$ 54.00
Live Scan Fee	\$ 20.00
NCLEX Registration Fee	\$200.00
BVNPT License Fee	\$120.00
Estimated Total Costs	\$2,650.00